

Fourth: That if Mortgagor shall make default in the performance of any one or more of the foregoing stipulations, provisions or agreements, or if Mortgagor shall make default in the payment of the indebtedness hereby secured, or any part thereof, principal or interest, when and as the same shall become due and payable according to its terms, or according to the terms of any extension or extensions of the same or any part thereof, then and in any such case and notwithstanding any license of or consent to any former such default, or any waiver of the benefit hereof in a prior instance, the entire amount of the indebtedness owing by said Mortgagor and secured hereby, and then unpaid shall, without notice, immediately mature and become due and payable, if the said Walter E. Heller & Company of Georgia, or other holder or holders thereof, or, of any part thereof, shall so elect; and if after ten (10) days from the maturity thereof, as aforesaid, default shall be made in the payment of said indebtedness, Walter E. Heller & Company of Georgia, or other holder or holders of said indebtedness, or any part thereof, shall forthwith be entitled to institute foreclosure proceedings for the collection of the debt secured hereby, barring the equity of redemption in Mortgagor or its successors and assigns in the aforesaid property all prerequisites to any such foreclosure sale hereunder being presumed performed.

Fifth: That should legal proceedings be instituted for the foreclosure of this mortgage, or for any purpose involving this mortgage, or should the debt hereby secured be placed in the hands of an attorney at law for collection, by suit or otherwise,